



City of Norfolk

NOTICE

To All Private Enterprises

The City of Norfolk (the “City”), Nauticus Museum is seeking proposals from a qualified Commercial Aquarium Support Contractor to provide aquarist services on a labor hour basis to oversee and manage the aquaria and support facilities located throughout the museum.

The City invites all persons or firms to respond to the Request for Proposals (“RFP”) **4631-0-2015/DH** by submitting a proposal consistent with the terms and conditions of this solicitation.

Pre-proposal Conference Date and Time: N/A

RFP Closing Date and Time: October 22, 2015 at 2:00 p.m. Eastern Time

Request for Proposal 4631-0-2015/DH

Aquarium Management Services for Nauticus

Buyer: Danny Hawk, Procurement Specialist

V: 757-664-4026

F: 757-664-4018

danny.hawk@norfolk.gov

Issued: October 1, 2014

**RFP CLOSING DATE AND TIME: October 23, 2014
2:00 p.m. Eastern Time**

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1_____ #2_____ #3_____ #4_____ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION, IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND REQUIREMENTS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

Authorized
Agent:

Signature
Name

Type or Print

Email Address

Telephone Number

Fax Number

Company Name

Company FEI/FIN#

RFP Closing:

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened. Proposal shall be delivered to: **Office of the Purchasing Agent ("Issuing Office")**

232 E. Main Street, Suite 250

Norfolk, Virginia 23510

RFP 4631-0-2015/DH, Aquarium Management Services for Nauticus

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SECTION I - GENERAL

Purpose, Background, and General Scope of Services:

A. Purpose

The City of Norfolk is accepting proposals from an aquarium management firm to provide full-charge management of the aquaria at the Nauticus Museum, ensure the health and safety of livestock, train and monitor Nauticus education staff regarding interim monitoring, testing, feeding, and record keeping procedures, provide 24/7/365 response to all emergency calls, and maintain aquaria and aquaria support room in full compliance with all OSHA guidelines.

B. Background

Nauticus maintains several large commercial aquaria on the third floor of the Nauticus facility. The aquaria and livestock require 24 hour per day attention and monitoring to assure the health and safety of livestock. Most on-site contractor work can be provided through routine visits several times per weeks. Services are billed monthly in arrears on an hourly basis. Invoices are to be supported by a sign-in log maintained in the aquarium office and approved by the Exhibits Manager or his designee. Seven aquariums house livestock include small sharks, lion fish, various tropical fish, striped bass, moray eel, sponges, amoeba, corals, shellfish, seahorses, and horseshoe crabs.

SECTION II – SCOPE OF WORK

A. General Routine Services

Provide on-site professional Aquarist services to maintain existing live exhibits at the Nauticus museum.

Nature of work to include but not be limited to:

- Routine water changes as needed
 - Interior and exterior glass surfaces cleaned
 - Cleaning of all decorative items in the display
 - Clean filters and pre filters
 - Routine water chemistry testing
 - Monitoring of fish health and medical treatment
 - Routine cleaning and maintenance of all equipment
- 1) Food preparation and feeding Maintain, Troubleshoot, and Repair existing Life Support Systems including implementing a preventative maintenance program to extend the life of existing equipment. All supplies and equipment needed for preventative maintenance shall be invoiced separately.
 - 2) Provide twenty-four hour, seven day a week, 365 days per year life support and animal husbandry emergency services. Emergency response call shall be within one hour of call placement.
 - 3) Maintain aquaria, aquaria support room, and all aquaria support chemical, electrical, and mechanical systems in full compliance with OSHA Guideline 700 (3-17) for industrial spaces. Maintain necessary documentation on-site to assure proof of compliance with these and all other applicable industrial and commercial aquaria standards.
 - 4) Assist with designing and implementing changes/improvements in existing and/or future live exhibits. Any changes and improvements to the exhibitory shall be procured on an as needed basis under separate competitive process.

- 5) Assist Nauticus in training volunteers and part-time staff in the live exhibits area. Work with volunteer program to train and schedule volunteers capable of handling aquarium responsibilities.
- 6) Assist Nauticus in collection/obtaining livestock for exhibits. Purchase of such livestock from this vendor is not guaranteed. All livestock shall be ordered as needed on a case by case basis under separate competitive process.
- 7) Assist Nauticus in providing information about livestock in the live exhibits.

B. Compensation

The Offeror shall quote a firm fixed hourly rate to provide these services. The Offeror shall bill the City monthly in arrears for services provided under the agreement. All invoices must be accompanied by signed and dated time sheets showing time and dates for billable hours and a brief description of work performed. This agreement is for labor only; materials will be handled separately according to City procurement guidelines.

C. Personnel and Tools

The Offeror agrees to secure at its own expense all personnel and tools required to perform the services under the agreement. The City has the right to restrict personnel hired by the Offeror and such personnel shall not be employees of nor have any contractual relationship with the City. All of the services required hereunder will be performed by the Offeror or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

D. Insurance

The Offeror agrees to secure and maintain Comprehensive Commercial General Liability and Contractor's Public Liability insurance for bodily injury, death and property damage with coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate with a company authorized to do business in Virginia and further agrees that such insurance shall name the City of Norfolk, its officers, employees and agents as additional named insured parties on the required policies.

Remaining page intentionally left blank.

SECTION III - SPECIAL INSTRUCTIONS TO THE OFFEROR

A. Issuing Office:

City of Norfolk
Office of the Purchasing Agent
Attn: Danny Hawk, Procurement Specialist
232 Main Street, Suite 250
Norfolk, VA 23435
Telephone: (757) 664-4026
Fax: (757) 664-4018
danny.hawk@norfolk.gov

B. Contract Administrator:

City of Norfolk
Nauticus
1 Waterside Drive
Norfolk, Virginia 23510

C. Contract Term:

For any Agreement resulting from this RFP, the period of performance will be a one year period beginning November, 2014 through October 31, 2015. The City reserve the right to renew the resulting Agreement four (4), optional, one year periods.

D. Contact with City Staff, Representatives, and/or Agents:

Direct contact with Nauticus, representatives, and/or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP after issuance of the RFP and prior to award is expressly prohibited. Any such prohibited contact by an offeror will result in disqualification of the offeror's proposal.

E. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office via www.DemandStar.com must contact the Issuing Office and provide Offeror's name, address, contact person, telephone and fax number, and the RFP Item Number. Offeror will be added to the DemandStar planholders' list and will receive notification of any addenda to the RFP.

F. Pre-proposal Conference:

N/A

G. Questions and Addenda:

Offerors shall carefully examine this RFP and any addenda. Offerors are responsible for seeking clarifications, in writing, of any ambiguity, conflict, omission, or other errors in this RFP. Questions should be addressed to the Purchasing Agent. If the answer materially affects the RFP, the information will be incorporated into an addendum and posted on www.DemandStar.com. This RFP and any Addenda shall be incorporated, by reference, into any resulting contract. Offeror is responsible for checking the DemandStar website or contacting the Issuing Office within 48 hours prior to the proposal closing to secure any addenda issued as part of this RFP.

Oral comments and instructions do not form a part of this RFP. Fax and e-mail are for questions only. Proposals submitted via fax or e-mail will not be accepted.

H. Changes or Modifications:

Changes or modifications to this RFP made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda in the space provided on the cover

page of this RFP. Oral communications are not a part of the RFP or proposal documents. This RFP and any addenda shall be incorporated, by reference, into any Contract.

I. RFP Closing:

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the offeror unopened. Proposals shall be delivered to: **Office of the Purchasing Agent (Issuing Office)**

232 E. Main Street, Suite 250

Norfolk, Virginia 23510

RFP 4631-0-2015/DH, Aquarium Support Services for Nauticus

J. Proposal Submittal Requirements:

1. Each Proposal shall be submitted to the Issuing Office and shall include the following documents:
 - a. The cover page of this RFP, which will contain:
 - i. Original signature of an agent authorized to bind the Offeror;
 - ii. Requested contact information;
 - iii. Company FEI/TIN number; and,
 - iv. Acknowledgment of any addenda on page one (1);
 - b. Offeror Contract Information:
 - i. Name, title, address, and direct telephone number and direct e-mail address of the individual(s) with authority to negotiate and contractually bind the Vendor.
 - ii. Name, title, address, and direct telephone number and direct e-mail address of the individual(s) who can be contacted during the period of evaluation with questions about the proposal.
 - iii. Name, title, address, and direct telephone number and direct e-mail address of the individual(s) who can be contacted for prompt contract administration upon award of the contract.
2. Proposals must be submitted with the following requirements:
 - a. Offerors shall submit proposals in a sealed envelope or package, and clearly label the shipping/mailling packaging as well as the outside of the envelope or package with the RFP number, date and time of the RFP closing, and the offeror's name and address. **Proposals received by telephone, facsimile, or any other means of electronic transfer shall not be accepted.**
 - b. Submit the original and three (3) copies of the proposal with a separate copy on electronic media. The original must be marked "Original".
 - c. Proposals must include all elements noted in the "Preparation of Proposals" section below.
 - d. Include a statement setting forth the basis for protection of all proprietary information, if any.
 - e. Professional qualifications of the project team, including resumes of the key staff individuals and their background.
 - f. Profile of the firm's principals, staff and facilities
 - g. Profile and resumes of firm professionals to be assigned to the Norfolk agreement.
 - h. Profile of the sub-consultants and their background
 - i. Previous experience with similar types of projects, including the scope of work, the client, the status of the project, and the year the work was performed.
 - j. A list of current/proposed contracts in which your firm is engaged.

- k. A list, including names, addresses, and phone numbers, of three (3) to five (5) references that are capable of explaining and confirming your firm's capacity to successfully complete the scope of service outlined herein.
- l. Appropriate brochures, photographs or printed materials demonstrating work similar to that is requested may be submitted at your option. In no event shall your Statement of Qualifications, including all attachments, brochures, covers, and dividers, exceed fifty (50) sheets of paper. You are permitted to utilize the reverse side of all sheets.
- m. A written statement attesting that your firm maintains an errors and omissions liability insurance policy with a minimum limit of \$1,000,000.
- n. Proposals are to be organized in the following tabs:
 - Tab 1 – Executive Summary
 - Tab 2 – Experience
 - Tab 3 – Services to be provided
 - Tab 4 – Capabilities and Skills (to include offeror's available resources to perform the work required)
 - Tab 5 - Fees
 - Tab 6 – Exceptions

K. Evaluation of Proposals:

The following criteria will be used in the evaluation of proposals and are listed in order of relative importance:

- 1. Previous experience in managing large commercial aquaria
- 2. Understanding of the project and the needs and goals it addresses
- 3. Expertise of key personnel
- 4. References
- 5. Organizational and Administrative considerations
- 6. Cost

L. Preparation of Proposals:

In presenting their proposals, offerors are encouraged to be thorough in addressing the specific requirements and scope of work in the RFP, the Proposal Submittal Requirements, and the Preparation of Proposals items outlined in this RFP.

It is solely the Offeror's responsibility to ensure that all pertinent and required information is included in its proposal. Failure to adhere to the described format and to include the required information could result in disqualification or a poor evaluation of the Offeror's proposal. The City reserves the right to determine if a proposal is incomplete or non-responsive. Each element should be completed and omissions shall be explained.

M. Proposal Binding For One-hundred Eighty (180) Days:

Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one-hundred eighty (180) calendar days after the scheduled closing date of this RFP.

N. Proprietary Information/Non-Disclosure:

Offeror is advised that City Code section 33.1-9 and Section 2.2-4342 of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by offeror. Specifically, if offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall:

- 1. Invoke the protections of this section prior to or upon submission of the data or other materials, Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary.

2. Submit trade secrets or other proprietary information under separate cover in a sealed envelope clearly marked “**PROPRIETARY**”.
3. Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes.
4. The City reserves the right to submit such information to the City Attorney’s Office for concurrence of the Offeror’s claim that it is in fact proprietary.
5. References to the proprietary information may be made within the body of the proposal; however, all information contained within the body of the proposal shall be public information in accordance with State statutes.
6. Trade secrets or proprietary information submitted by an offeror in conjunction with this RFP are not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA).
7. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.

An all-inclusive statement that the entire Proposal is proprietary is unacceptable. A statement that offeror’s costs and/or proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

O. Award:

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the offeror(s) whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities. The City also reserves the right to enter into any contract deemed to be in its best interest, including the award of a contract to more than one offeror.

Offerors will submit proposals, in accordance with the RFP requirements and maintain compliance with all federal, state and local laws and regulations. The City further reserves the right to make award(s) based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, the proposals should be submitted initially on the most favorable terms that the offerors can propose with respect to both price and technical capability. The contents of the proposal(s) of the selected offeror(s), as negotiated, will be incorporated and made a part of any City contractual obligation when the award(s) is made. Proposals will be initially evaluated on the basis of the written material provided, with clarification as needed through telephone calls or e-mails to offerors. The City may request offerors to conduct a presentation, using methods determined to be in the best interest of the City, if determined to be necessary by the City.

P. Disposition of Proposals:

All materials submitted in response to this RFP will become the property of the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in Section O, “Proprietary Information/Non-Disclosure.”

Q. Cost Incurred In Responding:

This RFP does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

R. Offeror Obligation:

Offeror shall carefully examine the contents of this RFP and any subsequent addenda and inform itself fully of the conditions relating to services required herein. Failure to do so shall not relieve the Successful Offeror of its obligation to fulfill the requirements of any contract resulting from this RFP.

S. Non-Assignment:

Offeror shall not assign its rights and duties under the contract without the prior written consent of the City. Any attempt to assign such rights shall be null and void without action from the City.

T. Notices:

All notices, requests, demands, and elections under the contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, email received date, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) business days after the date of mailing, whichever comes first.

All notices shall be addressed to the following individuals:
Purchasing Agent
City of Norfolk
232 East Main Street, Suite 250
Norfolk, VA 23510

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

U. Governing Law and Venue:

This procurement and the contract shall be governed by the laws of the Commonwealth of Virginia. Venue shall be in Norfolk, Virginia.

V. Anti-Collusion:

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute the anti-collusion statement. See Attachment A.

W. Ethics in Public Contracting:

The offeror shall familiarize itself with Chapter 33.1, Article VII (§§ 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in § 33.1-86 thereof, which are attached. The offeror shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment B.

X. Nondiscrimination:

The offeror agrees that it will adhere to the nondiscrimination requirements set forth in Code of the Norfolk City § 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

Y. Debarment Certification:

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and returned with proposals. See Attachment D.

Z. Insurance Requirements:

1. IME shall submit to the Issuing Office Certificates of Insurance, prior to beginning work under the resulting contract and no later than five (5) days after award of the contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the City of Norfolk.

3. The certificates of insurance shall list the City of Norfolk, 810 Union Street, Norfolk, Virginia 23510 as additional insureds for the specified services as outlined in this RFP and the Employee Retirement System of the City of Norfolk.

Insurance shall be maintained during the entire term of the resulting contract and any extensions or renewals and shall be the following forms and limits:

<u>Forms</u>	<u>Limits</u>
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability Including Contractual Liability, Products and Completed Operations Coverage	\$1,000,000 Combined Single Limit
Professional Liability	\$1,000,000 Combined Limit
Umbrella/Excess Liability	\$1,000,000

The establishment of minimum limits of insurance by the City and ERSCN does not reduce or limit the liability of responsibilities of the IME.

AA. Defense/Hold Harmless Agreement:

The offeror shall defend, indemnify and save harmless the City of Norfolk and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the offeror, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit.

BB. Compliance with Federal Immigration Law:

The Offeror shall certify that, at all times during which any term of an agreement resulting from this RFP is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment E.

CC. Compliance with State Law – Authorization to Transact Business in the Commonwealth:

Offeror hereby represents that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

DD. Price Increase/Decrease:

Should the contract be continued in force, the contract price may be adjusted yearly, based upon the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months statistics available. Adjustment to the contract price shall be no more than the percentage increase/decrease of the Urban Wage Earners and Clerical Workers category of the CPI-W not to exceed 3%. The adjustment shall be the lower of the two.

The contractor shall furnish the City, at least (60) days prior written notice with justification for contract adjustment. The Office of the Purchasing Agent must approve the requested increase prior to each contract renewal or the existing prices shall remain in effect.

Remaining page intentionally left blank.

Attachment A: Anti-Collusion Statement

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of _____(name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: _____

Name: _____

Title: _____

Date: _____

Remaining page intentionally left blank.

Attachment B: Ethics in Public Contracting

Sec. 33.1-86. Purpose (Virginia Code §2.2-4367).

The provisions of this chapter supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act [Virginia Code § 2.1-347 to § 2.1-358], the Virginia Governmental Frauds Act [Virginia Code Sec. 18.2-498.1 to Sec. 18.2-501], and statutory prohibitions against bribery [Virginia Code § 18.2-438 to §. 18.2-450]. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act. (Ordinance No. 34,573, 2, 8/1/87).

Sec. 33.1-87. Proscribed participation by public employees in procurement transactions (Virginia Code §2.2-4369) (Ord. No. 34,573, 2, 8/1/87).

No public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the City when the employee knows that:

1. The employee is contemporaneously employed by a Offeror or offeror involved in the procurement transaction; or

2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a Offeror or offeror such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or

3. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a Offeror or offeror.

Sec. 33.1-88. Solicitation or acceptance of gifts (Virginia Code §2.2-4371).

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a offeror, offeror or sub-contractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The City may recover the value of anything conveyed in violation of this section.

Sec. 33.1-89. Disclosure of subsequent employment (Virginia Code §2.2-4370).

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any offeror or offeror with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the City unless the employee, or former employee, provides written notification to the City manager prior to commencement of employment by that offeror, PPEs or offeror.

Sec. 33.1-90. Gifts by Offerors, offerors, or subofferors (Virginia Code §2.2-4371).

No Offeror, offeror, or subofferor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is exchanged.

Sec. 33.1-91. Kickbacks (Virginia Code §2.2-4372).

1. No offeror or sub-contractor shall demand or receive from any of his suppliers or his sub-contractor, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

2. No offeror or sub-contractor or supplier shall make, or offer to make, kickbacks as described in this section.

3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

4. If a offeror or sub-contractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the City and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Sec. 33.1-92. Purchase of building materials, supplies or equipment from architect or engineer prohibited (Virginia Code §2.2-4374).

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the City shall be sold by or purchased from any person employed as an independent offeror by the City to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

Sec. 33.1-93. Penalty for violation (Virginia Code §2.2-4377).

Willful violation of any provision of this article shall constitute a class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

Initial: _____

Remaining page intentionally left blank.

Attachment C: Nondiscrimination

Sec. 33.1-53. Employment discrimination by offeror prohibited (Virginia Code §2.2-4311)

Every contract over \$10,000 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the offeror agrees as follows:

a. The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1. The offeror will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or offeror.

Initial: _____

Remaining page intentionally left blank.

Attachment D: Debarment Certification

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

I. CERTIFICATION.

The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

a. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this RFP. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Date: _____

Attachment E: Compliance with Federal Immigration Law

1. **CERTIFICATION.**

The Offeror certifies, to the best of its knowledge and belief, that -

The Offeror and/or any of its Principals at all times during which any term of the contract is in effect,
(Please fill in with your enterprise's complete name)

_____ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

2. **INSTRUCTIONS.**

a. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

3. **NOTICE.**

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment F: Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia

I. CERTIFICATION.

A. The Offeror (Please fill in with your enterprise's complete name)

_____ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to Offeror by the State Corporation Commission:

B. Offeror/ that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

II. INSTRUCTIONS.

a. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature: _____

Name: _____

Title: _____

Date: _____